

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111
415/398-4510 FAX 415/398-4816

August 7, 1998

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

RECORDATION NO. 20224-A FILED
AUG 10 '98 11-19 AM

Dear Mr. Williams:

Enclosed are two (2) originals of **Amendment No. 3** dated as of February 13, 1998 to the Rail Car Lease Agreement dated as of August 10, 1995, as amended, between the following parties:

Lessor:	Helm Financial Corporation One Embarcadero Center, Suite 3700 San Francisco, CA 94111
Lessee:	Northern Indiana Public Service Company 5265 Hohman Avenue Hammond, IN 46320-1775

The equipment involved in this transaction is as follows:

Equipment:	Two hundred nineteen (219) existing railcars and Two hundred twenty-five (225) added railcars as more fully described in Schedule A.2 attached to the amendment.
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Please file this amendment as a supplementary document to Recordation No. 20224 filed on August 19, 1996 and return one (1) stamped original to my attention. A check covering the twenty-six dollar (\$26.00) filing fee is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

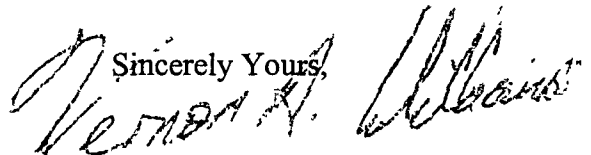
OFFICE OF THE SECRETARY

DATE:8/10/98

Alison Drain
Helm Financial Corporation
One Embarcadero Center. Ste. 3700
San Francisco, CA., 94111

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3(c), on 8/10/98 at 11:19AM , and
assigned recordation number(s). 21560, 21561, 21562, 21563,21564, 21565, 21566, 21567,
21568, 21568-A, 21569, 21570, 21571, 21572, 21573, 21574,
21575, 21575-A, 13361-J, 19475-C, 20224-A, 20229-A,
20822-C, 20822-D, 20822-E, and 20959-B.

Sincerely Yours,


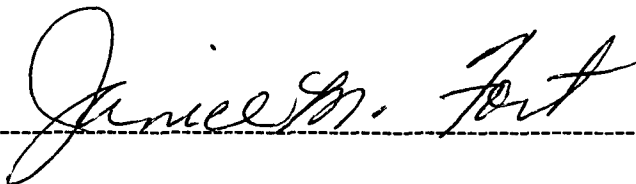
Vernon A. Williams

Enclosure(s)

676.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



AMENDMENT NO. 3

AUG 10 '98

11-19 AM

THIS AMENDMENT NO. 3 ("Amendment") to the Rail Car Lease Agreement dated as of August 10, 1995, as amended ("Lease"), between **HELM FINANCIAL CORPORATION** ("Lessor") and **NORTHERN INDIANA PUBLIC SERVICE COMPANY** ("Lessee") is dated as of February 13, 1998.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which four hundred forty-nine (449) gondola railcars bearing reporting marks and numbers from within the series HJVX 140000-140219 and HATX 1015-1299 were leased by Lessor to Lessee.
- B. The Units bearing the reporting marks and numbers HATX 1055, 1061, 1072 and 1253 and HJVX 140186 were destroyed on or about April 2, 1997.
- C. Lessor and Lessee desire to terminate the Lease early for the Unit bearing the reporting mark and number HJVX 140075 ("**Terminated Unit**") and to replace such Terminated Unit with the gondola railcar bearing the reporting mark and number HJVX 140368 ("**Replacement Unit**").
- D. The parties desire to amend the Lease as provided herein.

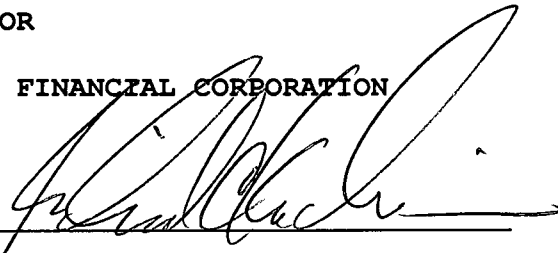
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

- 1. All capitalized terms that are used in this Amendment without definition and are defined in the Lease shall have the same meaning as in the Lease, except that the term "**Unit(s)**" shall include the Replacement Unit.
- 2. Effective as of August 29, 1995, the Lease is hereby terminated for the Terminated Unit and Lessee accepts the Replacement Unit under the Lease and acknowledges that such Replacement Unit is in good order, condition and repair and is subject in all respects to the terms, provisions, requirements and standards of the Lease.
- 3. Schedule A.1 is hereby replace by Schedule A.2 attached hereto and all references in the Lease to Schedule A.1 shall be deemed to refer to Schedule A.2.
- 4. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
- 5. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, each party pursuant to due corporate authority has caused this Amendment No. 3 dated as of February 13, 1998 to be signed by its authorized representative on the date indicated below its signature.

LESSOR

HELM FINANCIAL CORPORATION

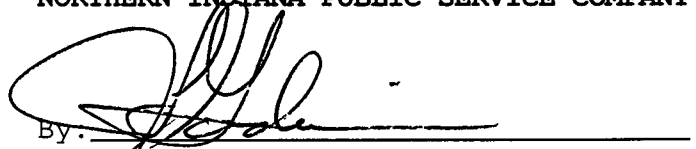
By: 

Print Name: Richard C. Kirchner

Title: President

LESSEE

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: 

Print Name: Jerry L. Godwin
Vice President/General Manager,

Title: Electric Supply

SCHEDULE A.2

To the Rail Car Lease Agreement dated as of August 10, 1995, as amended, between Helm Financial Corporation and Northern Indiana Public Service Company.

THE UNITS

1. Existing Units:

Equipment Description: Two hundred nineteen (219), 4000 cubic foot, 100-ton rotary coupled (53'1" coupler face to coupler face) double tub coal railcars, built by Bethlehem Steel in 1980.

Units' Reporting Mark: HJVX

Units' Numbers: 140000-140074; 140076-140185; 140187-140219; 140368

2. Added Units:

Equipment Description: Two hundred twenty-five (225), 4000 c.f., 100-ton, 53'1" gondola railcars equipped with rotary couplers; manufactured by Thrall in 1977.

Units' Reporting Mark: HATX

Units' Numbers: 1015-1018, 1020-1023, 1025-1029, 1031-1037, 1039-1050, 1052, 1054, 1056, 1058-1065, 1067, 1069-1076, 1078-1080, 1083-1093, 1096-1110, 1112, 1115-1122, 1124, 1126-1133, 1137, 1138, 1140, 1142-1153, 1155, 1157, 1159, 1163-1168, 1170, 1071, 1073-1175, 1177-1183, 1185, 1186, 1188-1193, 1195, 1196, 1198-1200, 1202, 1203, 1205-1208, 1211-1215, 1217-1220, 1223-1225, 1227, 1229-1243, 1245-1252, 1254-1256, 1258-1261, 1266-1269, 1273-1280, 1282, 1284-1293, 1295-1299.

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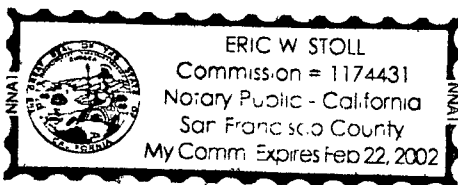
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On May 19th, 1998, before me, Eric W. Stoll personally appeared Richard C. Kirchner, President of **HELM FINANCIAL CORPORATION**,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Eric W. Stoll

SIGNATURE OF THE NOTARY

[Notarial Seal]

STATE OF INDIANA)
) S.S.
COUNTY OF PORTER)

On May 11, 1998, before me, Pat E. Pope a Notary Public personally appeared Jerry L. Godwin, VP. Gen'l Mgr, Electric Supply of **NORTHERN INDIANA PUBLIC SERVICE COMPANY**,

✓ personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Pat E. Pope

SIGNATURE OF THE NOTARY

[Notarial Seal]

My Commission Expires
11-8-2000

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